

EXHIBIT F

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 -----
5 SPENCER MEYER, individually and on
6 behalf of those similarly situated,

7 Plaintiffs,

8 vs. 1:15 Civ. 9796 (JSR)

9 TRAVIS KALANICK,

10 Defendant.
11 -----

12
13 DEPOSITION OF TODD EGELAND
14

15 Wednesday, June 15, 2016

16 9:06 a.m.
17
18
19
20
21

22 Reported by:

23 Joan Ferrara, RPR, RMR, CRR

24 Job No. 174300
25

June 15, 2016

9:06 a.m.

New York, New York

Deposition of TODD EGELAND, held
at the offices of McKool Smith, One Bryant
Park Avenue, New York, New York, pursuant
to Notice, before Joan Ferrara, a
Registered Professional and Merit Reporter
and Notary Public of the State of New York.

A P P E A R A N C E S:

MCKOOL SMITH, P.C.

Attorneys for Plaintiff

One Bryant Park

47th Floor

New York, New York 10036

BY: JAMES H. SMITH, ESQ.

jsmith@mckoolsmith.com

JOHN C. BRIODY, ESQ.

jbriody@mckoolsmith.com

WILMER CUTLER PICKERING HALE & DORR, LLP

Attorneys for Non-Party - Ergo Global

Precision Research, LLC and The Witness

1875 Pennsylvania Avenue, NW

Washington, D.C. 20006

BY: DAVID W. BOWKER, ESQ.

david.bowker@wilmerhale.com

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A P P E A R A N C E S: (Continued)

GIBSON DUNN & CRUTCHER, LLP

Attorneys for Defendant - Uber Technologies

333 South Grand Avenue

Los Angeles, California 90071-3197

BY: REED BRODSKY, ESQ.

rbrodsky@gibsondunn.com

1
2 IT IS HEREBY STIPULATED AND
3 AGREED, by and between the attorneys
4 for the respective parties herein,
5 that filing and sealing be and the
6 same are hereby waived.

7 IT IS FURTHER STIPULATED AND
8 AGREED that all objections, except as
9 to the form of the question, shall be
10 reserved to the time of the trial.

11 IT IS FURTHER STIPULATED AND
12 AGREED that the within deposition may
13 be sworn to and signed before any
14 officer authorized to administer an
15 oath, with the same force and effect as
16 if signed and sworn to before the
17 Court.
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1
2 THE COURT REPORTER: I just need
3 to confirm on the record if everyone
4 would like a daily delivery again for
5 today's witness.

6 MR. BOWKER: Yes.

7 MR. BRODSKY: Yes.

8 MR. SMITH: Yes.

9
10 T O D D E G E L A N D,
11 called as a witness, having been duly
12 sworn by a Notary Public, was examined
13 and testified as follows:

14 EXAMINATION BY

15 MR. SMITH:

16 Q. Good morning, Mr. Egeland.

17 A. Good morning.

18 Q. I introduced myself earlier, but
19 again, my name is James Smith. I'm with
20 McKool Smith, and I represent plaintiffs
21 and Spencer Meyer in this action.

22 A. Okay.

23 Q. Can you please state your name
24 for the record.

25 A. Todd Egeland.

1 T. Egeland

2 Q. Is that R.P. Eddy?

3 A. Yes.

4 Q. Do you have any direct reports?

5 A. No.

6 Q. Before you worked at Ergo, what
7 did you do?

8 A. I worked at Central Intelligence
9 Agency.

10 Q. For about how long?

11 A. A little over 28 years.

12 Q. Do Ergo's clients, are they aware
13 of your background with the Central
14 Intelligence Agency?

15 A. I would say yes, the majority,
16 yes. I don't know what all of them know,
17 but yeah.

18 Q. Do you know if Uber is aware that
19 you previously used to work at the CIA?

20 A. I believe so, yeah. I can't
21 remember having a specific conversation
22 with Matt Henley about it, but I'm assuming
23 he does.

24 Q. Do you have a New York State
25 private investigator's license?

1 T. Egeland

2 A. No, I do not.

3 Q. Do you know if anyone at Ergo has
4 a New York State private investigator's
5 license?

6 A. I don't believe we do.

7 Q. So among the different types of
8 work that Ergo does, I'm assuming this
9 probably falls under stakeholder mapping,
10 does Ergo conduct investigations of
11 individuals?

12 A. Typically that's under our -- it
13 usually falls under our due diligence
14 capability, but yes.

15 Q. And what is involved in an
16 investigation of an individual?

17 A. It depends on what the client is
18 looking for, but in nearly every case I can
19 think of, the client is looking to have us
20 do a reputational due diligence. They've
21 done the financial due diligence, the legal
22 due diligence, they're looking for a
23 reputational due diligence.

24 Q. Just to backup for a second, what
25 do you mean by financial due diligence and

1 T. Egeland

2 title of the person who is sort of

3 instructing or guiding the junior person?

4 A. It could be anywhere from an Ergo
5 partner, to an engagement manager, to a
6 senior analyst.

7 Q. And so do you know whether or not
8 analysts at Ergo use false and misleading
9 statements when they're contacting primary
10 sources?

11 A. I'm not quite sure what you mean
12 by false and misleading statements.

13 Q. So I guess I can give you some
14 examples. Do you know if whether or not an
15 analyst at Ergo will reach out to a primary
16 source, if they will make a false statement
17 about who they are?

18 A. I don't believe we mislead people
19 on who we are. That's not been my
20 experience.

21 Q. Do you know if whether or not an
22 analyst will mislead a potential target
23 about the reason that they're reaching out
24 to them to collect information?

25 A. Yes.

1 T. Egeland

2 Q. So Ergo analysts do do that?

3 A. Yes.

4 Q. Okay.

5 And why is that?

6 A. For a couple of reasons. One is
7 to protect the identity of our client. In
8 many cases it may only be the client who
9 would be asking that information. So a
10 company or investor wouldn't want their
11 potential acquisition target to know who
12 was interested in them. And also it helps
13 us get unbiased information.

14 Q. How does it help get unbiased
15 information?

16 A. As we go out and ask questions,
17 we typically want to do it without leading
18 questions. We want to ask questions that
19 ask in a way that the person receiving the
20 question doesn't ask themselves what answer
21 are they looking for, I'll tell them what I
22 think they want to know, which is common in
23 many cultures.

24 So what we want to do is we may
25 make the target a part of a larger survey

1 T. Egeland

2 We will ask our client are they
3 being diligenced and can we be, you know,
4 very direct. And they go yes, they know
5 they're undergoing diligence. So we will
6 go right in and be very, you are being --
7 you know, we're talking to his colleagues
8 and his friends and saying we're doing a
9 diligence on Mr. Smith, I have some
10 questions, would you like to answer those.

11 Q. Understood.

12 But in the situations where
13 you're unable to tell the primary source
14 that you're doing diligence or Mr. Smith or
15 whoever, do you think it makes them more
16 forthcoming with information if you say,
17 well, we're doing this general survey as
18 opposed to we're doing a research project
19 on Mr. Smith?

20 A. I think it -- yes, I do.

21 Q. So you said that you're in
22 business development. Does Ergo market its
23 ability to obtain, you know, hard to find
24 or hidden information to clients and
25 potential clients?

1 T. Egeland

2 A. No, I didn't.

3 Q. Did you communicate through
4 encrypted e-mails with Mr. Henley from that
5 point onward?

6 A. Yes, until -- we were having
7 difficulty decrypting a number of the
8 e-mails back and forth and we had the wrong
9 keys. So at one point, I believe it was me
10 suggested, you know, maybe you want to on
11 notes back and forth use Wickr instead of
12 PGP, and we'll use PGP for attachments and
13 longer notes.

14 Q. What is Wickr?

15 A. Wickr is an app that you can
16 communicate securely with each other and
17 the message, as far as I know, the message
18 then disappears in 24 hours, or whoever you
19 set the message to be deleted.

20 Q. Did you communicate with
21 Mr. Henley using Wickr?

22 A. I believe I did. I thought about
23 that a lot. I can't remember any specific
24 conversation. I remember sending him my
25 Wickr address. To the best of my

1 T. Egeland

2 recollection, I think we did have a back
3 and forth, but I can't recall it at all.

4 Q. Do you recall -- or when would
5 that have roughly been?

6 A. There is an e-mail in the
7 documents that when I suggest maybe we want
8 to use Wickr, it would have happened from
9 that point on, but I don't remember if we
10 used it after that.

11 I'm thinking it was around 4
12 January.

13 (Exhibit 29, E-mail, Bates
14 stamped ERGO-0000381, marked for
15 identification, as of this date.)

16 BY MR. SMITH:

17 Q. I've handed you a document marked
18 as Exhibit No. 29, Bates stamped
19 ERGO-0000381.

20 Is this the e-mail that you were
21 just referring to?

22 A. Yes. So I stand corrected. It
23 was Matt Henley to suggested we use --
24 unless this was a response to my e-mail to
25 use Wickr. I'm not sure who at this point

1 T. Egeland

2 initiated it.

3 Q. Okay.

4 But this was January 4, 2016?

5 A. Yes.

6 Q. And in the e-mail Matt Henley
7 states:

8 "We can also communicate via
9 Wickr, if that's preferable"?

10 A. Yes.

11 Q. And your recollection is that you
12 had some communications using Wickr with --

13 A. I believe we did. I know I sent
14 him my address. I saw a GChat a few days
15 ago where he, Matt Henley had sent Matthew
16 Moneyhon his Wickr address, but I remember
17 sending him my Wickr address.

18 Q. Do you know if Mr. Moneyhon
19 communicated with Mr. Henley using Wickr?

20 A. I don't know.

21 Q. Do you know if any of the Wickr
22 messages or Wickr communications that you
23 had with Mr. Henley were collected and
24 produced to plaintiffs in this lawsuit?

25 A. I don't believe so. I believe

1 T. Egeland
2 that the Wickr, any Wickr messages
3 automatically, for lack of a better word,
4 destroy themselves.

5 MR. BOWKER: I can represent that
6 I personally asked for those
7 communications and ascertained that
8 they couldn't be recovered.

9 BY MR. SMITH:

10 Q. Do you recall what your Wickr
11 settings were, meaning how long would
12 transpire before the communications were
13 destroyed?

14 A. I did not -- whatever the default
15 was -- I'm not really a tech guy, so I
16 didn't fiddle with it -- so I believe the
17 default is 24 hours.

18 Q. So to the best of your knowledge,
19 any Wickr communications you would have had
20 with Matt Henley around the January 4th
21 time frame would have been destroyed
22 shortly thereafter?

23 A. Yes.

24 Q. I want to go back to Exhibit No.
25 28.

1 T. Egeland

2 people at Uber regarding the scope or

3 purpose of the Meyer investigation?

4 A. No, no.

5 Q. Just Mr. Henley?

6 A. Mr. Menly.

7 Q. Did Mr. Menly ever discuss or
8 mention that he wanted the investigation
9 done because he believed Mr. Meyer was a
10 security threat?

11 A. No.

12 Q. Okay.

13 Under the heading methodology, it
14 says:

15 "Ergo will undertake a medium
16 'level 2' assessment of Spencer Meyer."

17 A. Yes.

18 Q. Do you know what a level 2
19 assessment refers to?

20 A. Yes.

21 Q. What is it?

22 A. At Ergo, we typically have a
23 3-level pricing sheet on due diligence. So
24 we have level 1, 2 and 3 and we help
25 clients understand what the basic price is.

1 T. Egeland

2 Q. Which I think you just mentioned.

3 What does light touch
4 reputational due diligence mean?

5 A. I wrote light touch to mean we're
6 going to go out and not ask -- we're going
7 to ask open-ended questions that would
8 protect the client's identity and just not
9 be directing -- not asking leading
10 questions or asking, you know, has this
11 person done anything wrong -- you know,
12 asking derogatory questions.

13 The light touch means we just go
14 out, say do you know this person, what do
15 you think of this person. We get what we
16 get. We don't -- we don't have questions
17 that go down paths.

18 And again, most of that is to
19 ensure that -- you know, in theory, at
20 least, that we're protecting the client's
21 identity.

22 Q. Protecting the client's identity
23 was important to Mr. Henley?

24 A. Well, when he said sensitive
25 under the radar, I took it to mean that,

1 T. Egeland

2 yes.

3 Q. And is that, in part, why you
4 recommended a light touch reputational due
5 diligence approach?

6 A. Yes.

7 Q. Do you know if Mr. Henley had an
8 understanding of what light touch
9 reputational due diligence approach meant?

10 A. I have no idea. He had a very
11 short response back to that e-mail. And I
12 had no other communication with him about
13 that.

14 Q. And so further in this paragraph,
15 after it says an initial light touch
16 reputational due diligence, it goes on:

17 "Engaging in seven primary source
18 interviews that should highlight any issues
19 for further digging, such as participating
20 in any lawsuits (particularly with Andrew
21 Schmidt) and his relationship with Andrew
22 Schmidt."

23 Do you see that?

24 A. Yes.

25 Q. So the statement of work

1 T. Egeland
2 action lawsuit against Uber, have you heard
3 anything about this, would this be in
4 keeping with his character?'"

5 He goes on:

6 "All the sources believe that I
7 am profiling Mr. Meyer for report on
8 leading figures in conservation. I think
9 this cover could still protect us from any
10 suspicion in the event that I ask a
11 question. Asking such a question could
12 have all sorts of consequences for
13 Mr. Meyer himself, as it would get the
14 academic rumor mill going."

15 Do you see that?

16 A. Yes.

17 Q. And so on January 15th,
18 Mr. Santos-Neves told you that the sources
19 he was contacting believed that he was
20 creating a report on leading figures in
21 conservation?

22 A. Yes.

23 Q. Is that correct?

24 A. Yes.

25 Q. So you were aware of that --

1 T. Egeland

2 A. Yes.

3 Q. On January 15th?

4 A. Yes.

5 Q. And we said before -- well, let
6 me back up.

7 And was that a problem for you in
8 any way?

9 A. When I read this at the time, no.

10 Q. Why is it not a problem?

11 A. Because he was doing a light
12 touch outreach to sources -- this is what I
13 was assuming, because I didn't know -- this
14 is all I knew. I had no other idea how he
15 was going out to people, on each specific
16 person what he was.

17 But he -- I didn't see any issue
18 with him going out asking people. He was
19 making a report on leading figures in
20 conservation. That didn't strike me at the
21 time as being of issue.

22 Q. And he notes that he could ask a
23 couple of sources directly about the suit,
24 but that might create suspicion about the
25 representation that he was creating a

1 T. Egeland

2 were singularly focused on that issue.

3 Q. Is that what they meant by this,
4 how could this have happened?

5 MR. BRODSKY: Objection. Form.

6 A. That was my assumption.

7 Q. So it's fair to say that they
8 were fairly upset?

9 A. They weren't yelling or
10 screaming, but they had a stern tone of
11 voice -- Craig. Matt didn't say anything
12 in the meeting that I remember.

13 Q. Do you know what they, what Matt
14 and Craig were upset over?

15 A. They didn't say. My assumption
16 was -- my assumption was how could your guy
17 be so stupid as to reach out to an opposing
18 counsel's former colleague. That was my
19 take on it.

20 Q. Why would that have been stupid?

21 A. Well, we thought that's what
22 precipitated the whole issue --

23 Q. The discovery of the
24 investigation?

25 A. Exactly. We thought it was that

1 T. Egeland

2 one issue precipitated everything.

3 Q. So you thought that they were
4 upset because the investigation had been
5 discovered?

6 A. I thought they were upset because
7 we did a stupid thing that went beyond what
8 we said we were going to do.

9 Q. That resulted in it being
10 discovered by plaintiff's counsel?

11 MR. BRODSKY: Objection to form
12 on that.

13 MR. BOWKER: Objection to form.

14 A. I can only answer the question if
15 it was flipped -- if it wouldn't have been
16 discovered, I wouldn't have been in that
17 meeting.

18 Q. So earlier on I was asking you
19 about the extent of your communications
20 with basically anyone about the Meyer
21 investigation, and I was focusing on your
22 communications with individuals prior to
23 delivery of the report on January 19th of
24 this year.

25 Who all did you speak with about